

3-120A033

ALVORD AND ALVORD

ATTORNEYS AT LAW

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

RECORDATION NO. 18066-*F* FILED 1425

APR 30 1993 10:50 AM

INTERSTATE COMMERCE COMMISSION
OF COUNSEL
JAMES A. LESTER

RECORDATION NO. 18066-*F* FILED 1425

APR 30 1993 10:50 AM

INTERSTATE COMMERCE COMMISSION

18066 - *F*
- *G*

April 29, 1993

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies each of 1) a Lease Supplement (Santa Fe Trust No. 1992-2) No. 3 dated April 30, 1993 and 2) an Indenture Supplement No. 3 dated April 30, 1993, secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to documents filed and recorded on December 30, 1992 under Recordation Numbers 18066 and 18066-A.

The names and addresses of the parties to the enclosed documents are:

Lease Supplement (Santa Fe Trust No. 1992-2) No. 3

Lessor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890

Lessee: The Atchison, Topeka and Santa Fe Railway Company
1700 East Golf Road
Schaumburg, Illinois 60173

Handwritten signatures and initials on the left margin.

Mr. Sidney L. Strickland, Jr.

April 29, 1993

Page 2

Indenture Supplement No. 3

Debtor: Wilmington Trust Company
1100 North Market Street
Wilmington, Delaware 19890

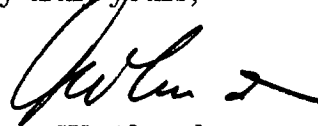
Secured Party: Harris Trust and Savings Bank
111 West Monroe Street
Chicago, Illinois 60603

A description of the railroad equipment covered by the enclosed documents is set forth in Schedule 1 attached to Lease Supplement No. 3.

Also enclosed is a check in the amount of \$32.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to
Robert W. Alvord, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W.,
Washington, D.C. 20006.

Very truly yours,



Robert W. Alvord

CTK/bg
Enclosures

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 3

Dated April 30, 1993

between

RECORDATION NO. 18066-^F FILED 1425

WILMINGTON TRUST COMPANY,
not in its individual
capacity except as expressly provided by the STATE COMMERCE COMMISSION
herein but solely as Owner Trustee,
Lessor

APR 30 1993 10:50 AM

and

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE UNITS COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (Santa Fe Trust No. 1992-2), DATED AS OF DECEMBER 15, 1992, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, BUT ONLY THE COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 3

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 3 dated April 30, 1993 (this "Lease Supplement") between WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (Santa Fe Trust No. 1992-2) dated as of December 15, 1992 (as supplemented by that certain Lease Supplement (Santa Fe Trust No. 1992-2) No. 1 dated December 30, 1992, and that certain Lease Supplement (Santa Fe Trust No. 1992-2) No. 2 dated March 31, 1993, the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease; and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement on each Closing Date substantially in the form hereof for the purpose of confirming the acceptance and lease of certain of the Units under the Lease in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto.

3. Warranty. The Lessee hereby represents and warrants that no event which would constitute an Event of Loss under the Lease has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. Basic Rent, Stipulated Loss Values and Termination Values. The Basic Rent payable under Section 3.2(i) of the Lease, Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on the appropriate portions of revised Schedules 3, 4 and 5 to the Participation Agreement.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of December 15, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

9. Governing Law. This Lease Supplement shall be governed by and construed in accordance with the laws and decisions of the State of Illinois without regard to principles of conflicts of laws; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

* * * *

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered in Schaumburg, Illinois on the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but
solely as Owner Trustee

By: Lloyd O. Martin
Name: LLOYD O. MARTIN
Title: Assistant Vice President

CORPORATE SEAL

Attest:

By: DGM
Name: Donald G. MacKelcan
Title: Financial Services Officer

LESSEE:

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By: _____
Name: _____
Title: _____

CORPORATE SEAL

Attest:

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered in Schaumburg, Illinois on the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but
solely as Owner Trustee

By: _____
Name: _____
Title: _____

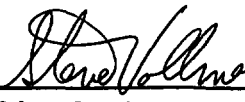
CORPORATE SEAL

Attest:

By: _____
Name: _____
Title: _____

LESSEE:

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By: 
Name: L. Steven Vollmer
Title: Director of Finance

CORPORATE SEAL

Attest:

By: 
Name: Craig N. Smetko
Title: Assistant Secretary

STATE OF Delaware)
COUNTY OF New Castle) SS

On this 21st of April, 1993, before me personally appeared LLOYD O. MARTIN and Donald C. Mack, to me personally known, who being by me duly sworn, say that they are Assistant Vice President and Financial Services Officer respectively of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sonja F. Allen
Notary Public
SONJA F. ALLEN
NOTARY PUBLIC
My Commission expires May 30, 1994

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ILLINOIS)
COUNTY OF COOK) SS

On this ____ day of April, 1993, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are _____, and _____, respectively, of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF Delaware)
)
COUNTY OF _____) SS

On this _____ of April, 1993, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are _____ and _____, respectively of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

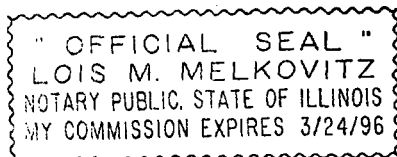
My commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

On this 23 day of April, 1993, before me personally appeared STEVE VOLLMER and CRAG N. SMETKO, to me personally known, who being by me duly sworn, say that they are MR. OF EN. and ASST. SECT., respectively, of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

My commission expires: _____



Lois M. Melkovitz
Notary Public

SCHEDULE 1
UNITSFULLY ENCLOSED BI-LEVEL AUTO RACKS
-----SHIPPED FOR JOB 739

RACK NUMBER		INSPECTION DATE
-----		-----
ATSF	2728	MAR-25-1993
ATSF	2731	MAR-25-1993
ATSF	2824	MAR-25-1993
ATSF	2825	MAR-25-1993
ATSF	2826	MAR-25-1993
ATSF	2827	MAR-25-1993
ATSF	2828	MAR-25-1993
ATSF	2829	MAR-25-1993
ATSF	2830	MAR-25-1993
ATSF	2831	MAR-25-1993
ATSF	2832	MAR-26-1993
ATSF	2833	MAR-26-1993
ATSF	2834	MAR-26-1993
ATSF	2835	MAR-26-1993
ATSF	2836	MAR-26-1993
ATSF	2837	MAR-26-1993
ATSF	2838	MAR-26-1993
ATSF	2839	MAR-26-1993
ATSF	2840	MAR-29-1993
ATSF	2841	MAR-29-1993
ATSF	2842	MAR-29-1993
ATSF	2843	MAR-29-1993
ATSF	2844	MAR-29-1993
ATSF	2845	MAR-29-1993
ATSF	2846	MAR-29-1993
ATSF	2847	MAR-29-1993
ATSF	2848	MAR-29-1993
ATSF	2849	MAR-29-1993
ATSF	2850	MAR-31-1993
ATSF	2851	MAR-31-1993
ATSF	2852	MAR-31-1993
ATSF	2853	MAR-31-1993
ATSF	2854	MAR-31-1993
ATSF	2855	MAR-31-1993
ATSF	2856	MAR-31-1993
ATSF	2857	MAR-31-1993
ATSF	2858	MAR-31-1993
ATSF	2859	MAR-31-1993
ATSF	2860	MAR-31-1993
ATSF	2861	MAR-31-1993
ATSF	2862	MAR-31-1993

FULLY ENCLOSED BI-LEVEL AUTO RACKS
-----SHIPPED FOR JOB 739

RACK NUMBER		INSPECTION DATE
-----		-----
ATSF	2863	MAR-31-1993
ATSF	2864	MAR-31-1993
ATSF	2865	MAR-31-1993
ATSF	2866	MAR-31-1993
ATSF	2867	MAR-31-1993
ATSF	2868	MAR-31-1993
ATSF	2869	MAR-31-1993
ATSF	2870	APR-01-1993
ATSF	2871	APR-01-1993
ATSF	2872	APR-01-1993
ATSF	2873	APR-01-1993
ATSF	2874	APR-01-1993
ATSF	2875	APR-01-1993
ATSF	2876	APR-01-1993
ATSF	2877	APR-01-1993
ATSF	2878	APR-02-1993
ATSF	2879	APR-02-1993
ATSF	2880	APR-02-1993
ATSF	2881	APR-02-1993
ATSF	2882	APR-05-1993
ATSF	2883	APR-05-1993
ATSF	2884	APR-05-1993
ATSF	2888	APR-05-1993
ATSF	2889	APR-05-1993
ATSF	2890	APR-05-1993
ATSF	2891	APR-05-1993
ATSF	2892	APR-05-1993
ATSF	2893	APR-05-1993
ATSF	2894	APR-05-1993
ATSF	2896	APR-06-1993
ATSF	2897	APR-06-1993
ATSF	2898	APR-06-1993
ATSF	2899	APR-06-1993
ATSF	2900	APR-06-1993
ATSF	2901	APR-06-1993
ATSF	2902	APR-06-1993
ATSF	2903	APR-06-1993
ATSF	2904	APR-06-1993
ATSF	2905	APR-06-1993
ATSF	2886	APR-07-1993
ATSF	2887	APR-07-1993

FULLY ENCLOSED BI-LEVEL AUTO RACKS
-----SHIPPED FOR JOB 739

RACK NUMBER		INSPECTION DATE
-----		-----
ATSF	2906	APR-07-1993
ATSF	2907	APR-07-1993
ATSF	2908	APR-07-1993
ATSF	2909	APR-07-1993
ATSF	2910	APR-07-1993
ATSF	2911	APR-07-1993
ATSF	2912	APR-07-1993
ATSF	2913	APR-07-1993
ATSF	2885	APR-08-1993
ATSF	2895	APR-08-1993
ATSF	2914	APR-08-1993
ATSF	2915	APR-08-1993
ATSF	2916	APR-08-1993
ATSF	2917	APR-08-1993
ATSF	2918	APR-08-1993
ATSF	2919	APR-08-1993
ATSF	2920	APR-08-1993
ATSF	2921	APR-08-1993
ATSF	2922	APR-09-1993
ATSF	2923	APR-09-1993
ATSF	2924	APR-09-1993
ATSF	2925	APR-09-1993
ATSF	2926	APR-09-1993
ATSF	2927	APR-09-1993
ATSF	2928	APR-09-1993
ATSF	2929	APR-09-1993
ATSF	2930	APR-12-1993
ATSF	2931	APR-12-1993
ATSF	2932	APR-12-1993
ATSF	2933	APR-12-1993
ATSF	2934	APR-12-1993
ATSF	2935	APR-12-1993
ATSF	2936	APR-12-1993
ATSF	2937	APR-12-1993
ATSF	2970	APR-19-1993
ATSF	2971	APR-19-1993
ATSF	2972	APR-19-1993
ATSF	2973	APR-19-1993
ATSF	2974	APR-19-1993
ATSF	2975	APR-19-1993
ATSF	2976	APR-19-1993

FULLY ENCLOSED BI-LEVEL AUTO RACKS

SHIPPED FOR JOB 739

RACK NUMBER		INSPECTION DATE
-----		-----
ATSF	2977	APR-19-1993
ATSF	2938	APR-13-1993
ATSF	2939	APR-13-1993
ATSF	2940	APR-13-1993
ATSF	2941	APR-13-1993
ATSF	2942	APR-13-1993
ATSF	2943	APR-13-1993
ATSF	2944	APR-13-1993
ATSF	2945	APR-13-1993
ATSF	2946	APR-14-1993
ATSF	2947	APR-14-1993
ATSF	2948	APR-14-1993
ATSF	2949	APR-14-1993
ATSF	2950	APR-14-1993
ATSF	2951	APR-14-1993
ATSF	2952	APR-14-1993
ATSF	2953	APR-14-1993
ATSF	2954	APR-15-1993
ATSF	2955	APR-15-1993
ATSF	2956	APR-15-1993
ATSF	2957	APR-15-1993
ATSF	2958	APR-15-1993
ATSF	2959	APR-15-1993
ATSF	2960	APR-15-1993
ATSF	2963	APR-15-1993
ATSF	2961	APR-16-1993
ATSF	2962	APR-16-1993
ATSF	2964	APR-16-1993
ATSF	2965	APR-16-1993
ATSF	2966	APR-16-1993
ATSF	2967	APR-16-1993
ATSF	2968	APR-16-1993
ATSF	2969	APR-16-1993
ATSF	2978	APR-20-1993
ATSF	2979	APR-20-1993
ATSF	2980	APR-20-1993
ATSF	2981	APR-20-1993
ATSF	2982	APR-20-1993
ATSF	2983	APR-20-1993
ATSF	2984	APR-20-1993
ATSF	2985	APR-20-1993

FULLY ENCLOSED BI-LEVEL AUTO RACKS
-----SHIPPED FOR JOB 739

RACK NUMBER		INSPECTION DATE
-----		-----
ATSF	2986	APR-21-1993
ATSF	2987	APR-21-1993
ATSF	2988	APR-21-1993
ATSF	2989	APR-21-1993
ATSF	2990	APR-21-1993
ATSF	2991	APR-21-1993
ATSF	2992	APR-21-1993
ATSF	2993	APR-21-1993
ATSF	2994	APR-22-1993
ATSF	2995	APR-22-1993
ATSF	2996	APR-22-1993
ATSF	2997	APR-22-1993
ATSF	2998	APR-22-1993
ATSF	2999	APR-22-1993
ATSF	3000	APR-22-1993
ATSF	3001	APR-22-1993
ATSF	3002	APR-23-1993
ATSF	3003	APR-23-1993
ATSF	3004	APR-23-1993
ATSF	3005	APR-23-1993
ATSF	3006	APR-23-1993
ATSF	3007	APR-23-1993
ATSF	3008	APR-23-1993
ATSF	3009	APR-23-1993

TOTAL

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